

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ANER GONZALES, *individually and on  
behalf of others similarly situated,*

*Plaintiffs,*

-against-

BLACK THAI INC. (D/B/A BLACK THAI),  
GOLDEN THAI INC. (D/B/A GOLDEN  
THAI), JOHN VASCONEZ, and JANE DOE,

*Defendants.*

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Case.: 1:21-cv-00118-ENV-TAM

**OFFER OF JUDGMENT PURSUANT TO  
RULE 68 OF THE FEDERAL RULES OF  
CIVIL PROCEDURE**

TO: **Bryan D. Robinson, Esq.**  
CSM Legal, PC  
60 East 42<sup>nd</sup> Street, Suite 4510  
New York, NY 10165  
[bryan@csm-legal.com](mailto:bryan@csm-legal.com)

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants BLACK THAI INC. (D/B/A BLACK THAI), GOLDEN THAI INC. (D/B/A GOLDEN THAI), JOHN VASCONEZ, and JANE DOE (collectively "Defendants"), hereby offer to allow judgment to be taken against them by Plaintiff ANER GONZALES ("Plaintiff") in the above-captioned action in the total sum of Forty-two Thousand and Seven Hundred and Fifty Dollars and No Cents (\$42,750.00), inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants; nor is it an admission that Plaintiff suffered any damages.

Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives, and agents of the Defendants from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment.

In order for Plaintiff to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

Dated: New York, New York  
September 27, 2022

Respectfully submitted,



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Jason Mizrahi  
Levin-Epstein & Associates, P.C.  
60 East 42nd Street, Suite 4700  
New York, NY 10165  
212-792-0048  
Fax: 646-786-3170  
Email: [jason@levinepstein.com](mailto:jason@levinepstein.com)